

CONTRACT FOR COMPUTER SOFTWARE, SERVICES AND EQUIPMENT

This Contract and First Addendum to Contract is entered into by and between MANATRON, INC. (the "Contractor"), and the Board of County Commissioners of Adams County, Indiana on behalf of the Adams County (the "County"), and the Department of Local Government Finance (the "Department"), a party for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to I.C. 6-1.1-31.5-2.

RECITALS

A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of I.C. 61.1- 31.5-2 for the purpose of providing computer software, services and/or equipment as required by I.C. 6-1.1-31.5-2 and 50 IAC 23;

B. The County and the Contractor have complied with I.C. 5-22 in obtaining bids, proposals or a special procurement, and the purchase of Contractor's software, services and /or equipment is in compliance with Indiana Law;

C. The Contractor's software, services and/or equipment are certified by the Department pursuant to 50 IAC 23-18;

D. The County is awarding the Contract to the Contractor after compliance with I.C. 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;

E. This Contract is subject to the provisions of I.C. 6-1.1-31.5 and 50 IAC 23, and Contractor will comply with the provisions of I.C. 6-1.1-31.5 and 50 IAC 23 in connection with this Contract; and

F. The Department has final approval authority for the employment of Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by I.C. 6-1.1-31.5-2.

AGREEMENT

In consideration of the promises, mutual covenants and obligations of the parties, the County, the Department and the Contractor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Contract.

2. **Products and Services Provided by Contractor.** Contractor agrees to provide to County certain Hardware, Software, and/or Services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on the Work Plan attached as "Exhibit A". From time to time, Contractor and County may agree upon additional Hardware, Software and/or Services to be provided by Contractor (the "Additional Products and Services"), which shall be designated on additional Work Plan(s) to be attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

3. **Contractor's Product Compliance with Indiana Law.** If the Contractor's duties pursuant to this Contract is to provide a Personal Property CAMA system, Contractor agrees as follows in compliance with 50 IAC 23-19-1(a)(3) and (5) and 50 IAC 23-19-2(b)(2):

A. Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 23-19, and if any party subsequently discovers a failure by Contractor's products to meet the provisions of 50 IAC 23-19, the failure will be corrected at Contractor's expense.

B. Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state board policy statement relating to the System Package, provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed by the parties.

C. Contractor will provide assistance to the County as may be required to modify the property tax management system to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 23-19 within the time period prescribed by the law, rule or Department.

4. **Contractor to Provide Maintenance Agreement.** Contractor agrees, in compliance with 50 IAC 23-19-2(b)(1) and (4) and 50 IAC 23-19-3, that if Contractor is a vendor of assessment Software and tax and billing Software, Contractor will provide (i) a Software Maintenance Agreement that meets the standards prescribed in 50 IAC 23-19; (ii) Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment Software or tax and billing Software during the life of the Maintenance agreement; and (iii) Contractor must offer a Maintenance contract for ongoing Maintenance services of the property tax management system that

includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in Software that are provided at Contractor expense.

5. **Contract Representative.** The County has designated the Assessor of Adams County as the primary contact persons for the Contract.

6. **Contractor Employees – Project Manager.** The Contractor assigns _____ as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address: _____
Work tel: _____
Cell tel: _____
Email: _____

7. **Work Plan.** Attached hereto, and incorporated fully herein as Exhibit A is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 23 have been met.

8. **Performance Bond.** The Contractor shall purchase a performance bond from a surety licensed to do business in the State of Indiana. The performance bond shall be in the same amount as the price of this contract and shall entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. The performance bond shall be attached as Exhibit B and incorporated by reference to this Contract.

9. **Disaster Recovery.** Contractor shall provide a Continuity Plan. The Continuity plan shall provide, at minimum, the following:

A. provision of an alternate power source for uninterrupted services:

B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be 4265 West 86th Street, Suite 800, Indianapolis, IN 46268;

C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and

D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan; to the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, Contractor shall provide the State with a plan to resume delivery of the Services no later than seven (7) business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations; the State shall not unreasonably deny approval of the new plan.

10. Office Space; Computer Support. The County shall not be responsible for providing the Contractor with office space or computer support in connection with the performance of this Contract, except as provided in the Work Plan.

11. Continuity of System Operations. If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

12. Source Code Escrow. Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. The Contractor further guarantees that it will place a copy of a revised or additional software source code and documentation with the Escrow Agent promptly after Contractor makes changes or additions to the Software, and will notify the County and the Department that it has done so. Contractor shall include the Department as a third party beneficiary to the Escrow Agreement at no charge to the Department. The County and the Department shall be entitled to receive a copy of the software source code in the event that Contractor has ceased all business activities for a period of ninety (90) days or more, and a third party has not agreed to assume the responsibilities of this Contract. County's or the Department's use of the Contractor's source code shall be unlimited in the event of breach and County and the Department shall retain sole ownership of the source code.

13. Consideration. The County shall pay the Contractor one-time fees as listed in the attached Schedules for Master Agreement. The County shall also pay Contractor on-going annual fees as listed in the attached schedules. The fees shall be paid in the manner set forth in paragraph 16 below.

14. Guaranteed Most Favorable Terms. All of the prices, terms, warranties and benefits granted by Contractor in this Contract are comparable to or better than the terms granted by Contractor to any other similarly situated state and local government customer. If Contractor, prior to the delivery of the software, announces a price reduction or makes generally available to other customers more favorable terms or conditions with respect to the software, such prices, terms, warranties or conditions shall be made available to the County and the Department on the date the price reduction or change in terms and conditions became effective.

15. Condition of Payment. All products, software and services provided by the Contractor must be provided and performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state or local statute, ordinance, rule or regulation.

16. Time and Manner of Payment. The Contractor shall be paid as follows:

A. At the end of each month, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Contractor and on the County's inspection of the Contractor's assessment records, and the submission of the reports to the Board of County Commissioners. Payment shall be made to the Contractor within 15 days after approval by the County.

B. If all work is not completed under this Contract by the completion dates specified in the Work Plan of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 15 days after that approval by the County, subject to other terms of this Contract.

17. Penalties. Pursuant to I.C. 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of (\$200.00) per business day that any part of the performance by the Contractor remains incomplete after the due dates specified in the Work Plan and this Contract.

18. Certification of Computer Software and Services.

A. A material inducement for entering into this Contract is that the Contractor's computer software and computer services have been certified under I.C. 61.1-31.5 and 50 IAC 23-18 in order to enter into this Contract. The Contractor represents and warrants that all required certifications are in effect at the time of entering into this Contract.

B. Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing the certification status.

C. Pursuant to 50 IAC 23-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified or revoked.

19. Term of Contract. The Contractor shall commence work under this Contract within 7 days of the date of approval by the Department of Contractor's employment pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract as agreed upon in writing between Manatron and the County.

20. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the County or the Department or its authorized designees. Copies shall be furnished at no cost to the County or the Department if requested.

B. The Contractor shall provide written progress reports to the County and Board of County Commissioners in a form reasonably prescribed by the County. The reports shall include, at minimum, summation of past activities; activities currently in development; recent accomplishments; identification of problems or issues that have or will create delays to scheduled milestone delivery; timeline revisions, if necessary; unscheduled activities and their effect on the project schedule or costs; activities scheduled for the next reporting period; and any additional reporting elements that may be added to the progress reports, as may be mutually agreed upon by the parties. The County and Board of County Commissioners may require additional information be included in the reports. The Contractor shall submit the reports to the County, within three (3) days of receipt of a request.

C. The County and Board of County Commissioners may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County and members of the Board of County Commissioners may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

D. The Contractor shall give unrestricted access to Contractor's work product to the Department and to LSA. Upon written request or authorization of the County or the Department, Contractor shall provide, and shall cause its Subcontractors to provide, the County or the Department with prompt, reasonable, and adequate access to any Records in Contractor's actual or constructive possession that are directly pertinent or reasonably related to the performance of this Contract. Contractor shall provide such access wherever Contractor, or any other person acting as agent for or on behalf Contractor in any way, maintains such records. Contractor further agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this section. Contractor will require its Subcontractors to provide comparable access and accommodations.

21. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

22. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

23. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the County and the Department.

24. Confidentiality of Information

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to Contractor's (or any Subcontractor's) intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to Contractor for response. Contractor shall designate in writing which of those documents, if any, Contractor considers Confidential Information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-1 4-3-4 shall be designated as Confidential. Contractor shall mark each page of a document considered to be Confidential Information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for Contractor's claim of confidentiality, and shall not disclose the documents subject to Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify Contractor of such determination and will not make such disclosure if Contractor (or a Subcontractor) obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

25. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and the Department and all such materials will be the property of the

County and the Department. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the County and the Department, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the County and the Department full, immediate, and unrestricted access to the work product during the term of this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Delays.

A. Whenever the Contractor or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within ten (10) working days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department of Local Government Finance, legislative action or court rulings, the County reserves the right to re-negotiate all terms of the Contract including costs.

28. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification, to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department of Local Government Finance. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

29. Termination for Convenience By County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Termination for Default by County. If the County, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

31. **Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. 5-11-1, et. seq. and audit guidelines specified by the State.

32. Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or Adams County. The Contractor agrees that any payments currently due to the State of Indiana or Adams County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or Adams County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or Adams County. Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or Adams County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

33. **Taxes.** The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34. Independent Contractor

A. The parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

35. **Contractor Assignment, Successors and Subcontracting.** All contract provisions shall be binding on all parties to the Contract and their successors and assigns. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

36. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

37. General Provisions.

A. **Entire Agreement.** This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. **Severability.** In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. **Amendment.** No supplement, modification or amendment of this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

38. **Governing Law.** This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

39. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Judy Affolder
Adams County Assessor,
313 West Jefferson Street
Decatur, Indiana 46733
Phone: 260-724-5301
Fax:

B. Notices to the Contractor shall be sent to:

Name: John R. Hansen

Title: Vice President – Operations and Risk Management

Organization: Manatron Inc.

Address: 510 East Milham Ave.

City/State/Zip: Portage, MI 49002

Tele: 269-567-2900 ext. 7094

Fax: 269-567-2930

Email: John.Hansen@manatron.com

C. Notices to the Department shall be sent to:

General Counsel

Department of Local Government Finance

Indiana Government Center North

400 North Senate Avenue, Rm. 1058B

Indianapolis, Indiana 46204

317-233-6770 voice

317-232-8779 fax

_____@dlgf.in.gov email

40. Maintaining a Drug-Free Workplace. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County and the Department within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County or the Department, and through it, the State, for up to three (3) years. In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents. The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the County and Department in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

41. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County and the Department shall not provide such indemnification to the Contractor.

42. Insurance.

A. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor provides County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);
2. Claims for damages because of bodily injury and personal injury, including death, and;
3. Claims for damages to property.

B. Contractor's insurance shall be not less than the amounts shown below:

1. If Contractor has any employees (unless Contractor has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)
 - a. Worker's Compensation & Disability Statutory
 - b. Employer's Liability Bodily Injury Accident \$100,000 each accident Bodily Injury by Disease \$ 500,000 policy limit Bodily Injury by Disease \$100,000 each employee
 - c. Auto Liability \$1,000,000 (single limit) (owned, hired & nonowned) Bodily injury & property damage \$1,000,000 each accident. Umbrella or Excess Liability \$1,000,000 each occurrence and aggregate;

C. With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

D. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The County and the Department will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned County and Department.

E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the County or the Department to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the County and the Department before the commencement of this Contract.

43. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

44. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Any authorized expenditures shall be reimbursed at the current rate paid by County Policy.

45. Copy of Contract to Department of Local Government Finance. The County Assessor shall provide to the Department of Local Government Finance a copy of the executed contract, including documentation of the performance bond, within forty-five (45) days of the contract's execution.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

MANATRON, INC. (Contractor)

By: [Signature]

Printed Name & Title: John R. Hansen Vice President – Operations and Risk Management

Date: January 5 2009

Attested By: [Signature]

ADAMS COUNTY (County)

Title: Adams County Assessor

By: [Signature]

Printed Name & Title: Judy Affolder, Assessor

Date: 12/15/2008 (Effective Date)

Adams County Board of County Commissioners

Title: President

By: [Signature]

Printed Name & Title: Doug Bauman

Date: 12/15/2008 (Effective Date)

Title: _____

By: [Signature]

Printed Name & Title: _____

Date: 12/15/2008 (Effective Date)

Title: _____

By: [Signature]

Printed Name & Title: _____

Date: 12/15/2008 (Effective Date)

Department of Local Government Finance:

Pursuant to I.C. 6-1.1-4-17(a) Approves the Employment of Contractor

Title: Commissioner DLM

By: [Signature]

Printed Name & Title: Timothy J. Ryshenborg

Date: 8 January 2009 Eff Date: 28 Dec 08 (Effective Date)

**FIRST ADDENDUM TO CONTRACT FOR COMPUTER SOFTWARE SERVICES
AND EQUIPMENT**

This Contract and First Addendum to Contract is entered into by and between MANATRON, INC. (the "Contractor"), and the Board of County Commissioners of Adams County, Indiana (the "County"), and the Department of Local Government Finance (the "Department"), a party for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to I.C. 6-1.1-31.5-2.

1. This Addendum amends the Contract For Computer Software Services and Equipment (Contract) entered into by and between the parties hereto of even date herewith and to the extent the terms of this Addendum and the Contract contradict, the terms and provisions of this Addendum shall control.

1. Paragraph 18 of the Contract shall be amended to read as follows:

18. Certification of Computer Software and Services.

A. After December 31, 2008, Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. Contractor shall immediately notify the County and the Department in writing of any circumstances or occurrence jeopardizing the certification status.

B. After December 31, 2008, pursuant to 50 IAC 23-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified or revoked.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

MANATRON, INC. (Contractor)

By: [Signature]

Printed Name & Title: John R. Hansen Vice President – Operations and Risk Management

Date: January 5, 2009

Attested By: [Signature]

ADAMS COUNTY (County)

Title: Adams County Assessor

By: [Signature]

Printed Name & Title: Judith E. Offender

Date: _____ (Effective Date)

Adams County Board of County Commissioners

Title: _____

By: [Signature]

Printed Name & Title: Angela L. Bauman

Date: _____ (Effective Date)

Title: _____

By: [Signature]

Printed Name & Title: Angela L. Bauman

Date: _____ (Effective Date)

Title: _____

By: [Signature]

Printed Name & Title: Edna E. Bell

Date: _____ (Effective Date)

Department of Local Government Finance:

Pursuant to I.C. 6-1.1-4-17(a) Approves the Employment of Contractor

Title: Commissioner, DLGF

By: [Signature]

Printed Name & Title: Timothy J. Rustenberg

Date: 8 Jan 09 Eff. Date: 23 Dec 08 (Effective Date)

EXHIBIT A

MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "Effective Date")

By and Between And

MANATRON, INC.
510 E. Milham Avenue
Portage, Michigan 49002
("Manatron")

Attention: Matthew Henry, Contract Administrator
Telephone No.: (866) 471-2900 ext. 7099
Fax No.: (269) 567-2930
E-mail Address: matt.henry@manatron.com

ADAMS COUNTY, IN
313 West Jefferson Street
Decatur, Indiana 46733
("Customer")

Attention: Ms. Judy Affolder
Telephone No.: 260-724-5301
Fax No.:
E-mail Address:

This Master Agreement for Licensed Software, Hardware and Services sets forth the terms and conditions under which Manatron shall license the software programs, sell the hardware and/or provide the support and other services described in the attached Schedule(s) IN2008.013.01, and all future Schedules that reference the Master Agreement #IN2008.013. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures:

SIGNATURE PAGE

MANATRON, INC.

By:
(Signature)

Its:
(Type or Print Position) *V.P. of Operations*

Date: *January 5 2009*

Witnessed: *Matthew Henry*

ADAMS COUNTY, IN

X By:
(Signature)

Its:
(Type or Print Position)

Date:

X By: *Shirley W. Baer*

(Signature)

Its:
(Type or Print Position)

Date:

X By: *Edward E. Bail*

(Signature)

Its:
(Type or Print Position)

Date:

Witnessed:

Date:

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software made by Manatron at the request of Customer, including any that result from the joint efforts or collaboration of Manatron and Customer. Manatron may from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements".

"Database Software" means relational database management systems (RDMS) such as Microsoft SQL Server, Oracle or similar Third-Party Software that is utilized by the Software to store Customer data on a disk subsystem as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Manatron for use with the Software.

"End User" means the Customer, or any employee(s), affiliate(s) agent(s) representative(s) or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability or application. Manatron may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Manatron.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task and the commencement and completion dates for each task attached hereto as Appendix C.

"Installation" means all preparation, processing and other tasks necessary to install the Database Software, Software or

Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which Manatron completes Installation of the Hardware at a location specified by Customer or the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any applicable state, county or local statute, law, ordinance or code.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

"Notice of Completion" means: (a) if Manatron is to provide implementation services, a written notice from Manatron stating that installation and implementation of all Hardware, Software and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Manatron stating that all Hardware, Software and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Manatron under the terms of this Agreement.

"Project Management" means the process of planning, scheduling and controlling certain activities in order to meet project objectives.

"Release" means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example: 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

"Schedule" and **"Schedules"** shall have the meanings set forth in Section 2.1

"Seat" means a unique physical device such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule and includes Error Corrections, Compliance Updates and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement and "Enhancement" when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.

"Support Services" shall have the meaning set forth in Section 5.1.

"Test Period" means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in

the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

"Third-Party Software" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

"Version" means a new version of the Software that includes minor Enhancements, Error Corrections and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

"Web Hosting" means providing the infrastructure, such as the hardware, software and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 Schedules. Manatron shall license the Software, provide the Hardware and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedule" and "Schedules").

2.2 Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 Grant. Manatron grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9) nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement. This grant is a site license for an unlimited number of users.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Manatron in writing and Manatron shall work diligently to correct all nonconformities free of cost to Customer. If after a reasonable period of time Manatron is unable to correct a nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Manatron and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earlier of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Manatron of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 Scope of Rights. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable

Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Manatron's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

3.3.5 Make copies of the Documentation for Customer's internal use only, provided that Manatron's copyright and other proprietary legends are reproduced on each copy.

3.4 Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of Manatron, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or **3.4.6** Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 Title. Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 Right to Audit. Manatron shall have the right, within ten (10) days of Manatron's written request during normal business hours and at times mutually agreed upon by Manatron and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Manatron of the underpayment.

3.7 Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain

ownership of, hooks, interfaces or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Manatron shall own all right, title and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, Manatron shall coordinate delivery of the Hardware to Customer. Manatron shall deliver all Hardware to Customer FOB Customer's location.

5. SUPPORT SERVICES.

5.1 Scope. Provided that Customer is current in the payment of the applicable support fee, Manatron shall provide the following support services (collectively referred to as "Support Services"):

5.1.1 Telephone Support. Manatron shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day. Manatron may from time to time amend its holiday schedule upon at least sixty (60) days' prior written notice to Customer. If Support is provided during normal business hours, as described above, then there is no additional charge to the client. The Customer may access support outside of normal business hours for an additional fee of \$100 per hour.

5.1.2 Web Site. Manatron shall maintain a web site that contains information concerning the Software and Support Services.

5.1.3 Error Corrections. Manatron will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Manatron may from time to time amend its response policy upon at least sixty (60) days' prior written notice to Customer.

5.1.4 Compliance Updates. Manatron shall exercise due diligence and, in accordance with the highest professional standards and provide Customer, in a timely manner, with Compliance Updates. Customer agrees that if it becomes aware of a change in legislation it will notify Manatron. Customer understands and agrees that Manatron's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency in a manner that provides Manatron sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Manatron shall not be responsible and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by Manatron. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by Manatron shall be spread on an equitable basis across Manatron's affected customer base, on a time and materials basis.

5.1.5 Versions. Manatron shall provide and install new Versions of the Software for the Customer. Customer understands that Manatron's deployment of a new Version may require Customer to upgrade its Computer System.

5.2 Supported Software. Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5. If Customer desires support

for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which Customer will be billed at Manatron's then-current time-and-material rates.

5.3 Customer Obligations.

5.3.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. The number of designees is not limited, but they must be identified.

5.3.2 Customer shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

5.3.3 Customer shall purchase, install and maintain a Computer System that complies with the Minimum Requirements.

5.4 Third-Party Software Support. Manatron shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.5 Hardware Maintenance. Manatron may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, printheads, toner or laser drums. Manatron is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, system or application software not purchased by Customer from Manatron or the attachment of third-party hardware or equipment to the Customer's Computer System. Manatron is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.6 Services Outside Scope. The exclusions set forth in Section 10.5 shall apply to Manatron's obligations to provide Support Services under this Section 5. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed time and materials.

6. OTHER SERVICES.

6.1 Description. Manatron shall provide Services (other than Support Services) as set forth in the applicable Schedule.

6.2 Implementation Services. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Manatron:

6.2.1 Joint Development. Manatron and Customer shall jointly develop the Implementation Plan using Manatron's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 Amendments. Manatron and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Manatron that are not within Manatron's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 Performance Dates.

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project. If either party believes the other is failing to meet its obligations, it may file written notice of such to the other party. The party served with notice shall have five (5) business days to file a plan for correcting any deficiencies with the party that served notice.

6.2.3.2 **Efforts.** Each party agrees to use all commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan. Manatron will provide written progress reports on 3 days notice.

6.2.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 **Manatron Project Manager.** Manatron shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Manatron Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Manatron under the Schedule and who shall be the primary point of contact for Manatron. Manatron may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Manatron agrees that the Manatron Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 **Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Manatron.

7. INSURANCE

7.1 **Insurance Coverage.** During the term of this Agreement, Manatron shall maintain insurance coverage covering its operations as follows:

Insurance Type Maximum Coverage Amount (per occurrence)

Workers' Compensation and Employer' Liability: No less than the limits of liability required by law.

Automobile Liability: No less than \$1,000,000

Data Processing Errors & Omissions: \$3,000,000

General Aggregate: \$10,000,000

Products: \$2,000,000

Personal/Advertising Injury: \$1,000,000

Each Occurrence: \$1,000,000

Fire Damage: \$1,000,000

Medical Expenses: \$10,000

7.2 **Certificate.** Upon request by Customer, Manatron shall provide Customer with certificate(s) of insurance. Manatron shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 **Payment Terms.** Manatron represents that it will not invoice the Customer for the software License Fees due hereunder until it has received formal notice of certification of the Software from the Indiana Department of Local Government Finance pursuant to the requirements of 50 IAC 23. Professional services will be billed as incurred.

8.2 **Additional Payment Terms.** Pursuant to the possibility of a single vendor being selected for the provision of software and services to Indiana counties, the Customer has requested consideration. As such, Manatron has agreed to refund 50% of the license fees paid hereunder if the State of Indiana does adopt such a solution within 24 months of the Manatron product installation and Manatron is not the selected vendor. In the event that the State adopts said solution and Manatron is the selected vendor, the Customer will not be required to pay any additional license fees.

8.3 **License Fees.** Customer shall pay Manatron the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of: (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.4 **Support Fees.** Customer agrees to pay Manatron the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually, in advance, commencing on the first day of the month next following the date of installation. Manatron shall have the right to increase the annual support fees for existing Software Releases upon prior written notice. Support Fee increases will not be arbitrary or unreasonable. In the event Manatron provides Customer with any new software product or Release, Manatron may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.5 **Other Services Fees.** Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Manatron's then-current rates and charges for the Services. Manatron will bill other Services as used.

8.6 **Hardware Fees.** Customer agrees to pay Manatron the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

8.7 **Invoices/Acceptance.** All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

8.8 **Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

8.9 Penalties for Delay. Neither Customer nor Manatron shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.10 Price Changes. If Manatron utilizes a third-party Hardware Maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. Customer shall, at its sole expense, install and maintain communications equipment that will permit Manatron to have direct dial-up access to Customer's Computer System, including without limitation, modems and a dedicated, voice-grade phone line (no operator interface). The equipment shall meet Manatron's published specifications. Customer acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Manatron's provision of Support Services.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 Records. Customer shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may from time to time be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and to prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 2009 Tax Billing. Manatron represents and warrants that the software will be certified in compliance with 50 IAC 23 and capable of allowing the Customer to process, bill and collect its April 2009 tax bills on the system.

10.2 Software Generally. Subject to Section 10.1 above, Manatron warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Manatron warrants that any Enhancement, Customization, Compliance Update and/or Error Correction will conform in all material respects to the functional specifications contained in the then current Documentation. The warranty for any Enhancement, Compliance Update and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Manatron's sole

obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1 is the correction or replacement of any nonconformity. Customer shall provide Manatron with written notice that a non-conformity exists, and Manatron shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that to the best of its knowledge, the Software does not contain any viruses.

10.3 Services. Manatron warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Manatron in writing of any breach of this warranty within thirty (30) days after completion of the Service. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty is re-performance of the Service.

10.4 Third-Party Software; Hardware. MANATRON MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRDPARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

10.5 Exclusions. Manatron's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.5.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron;

10.5.2 Problems and errors that Manatron and/or Customer cannot reproduce;

10.5.3 Problems relating to or caused by (a) any hardware, third party software, Internet Service Provider (ISP) or

software that was not supplied by Manatron or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.5.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.6 Errors, defects, and malfunctions that are traceable to any of the foregoing or any Customer errors or system changes, any ISP, or any third party hardware and/or software shall be billed at Manatron's then-current time and material rates, including out-of-pocket expenses.

10.7 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 **Defined.** As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation comprise Confidential Information and know-how that are the exclusive property of Manatron.

11.2 **Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the nondisclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Manatron's prior written approval.

11.3 **Exceptions.** A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d)

is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 **Scope.** Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 **Notice.** Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

12.3 **Alternatives.** Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, noninfringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation using a five-year, straight-line method of calculation.

12.4 **Exclusions.** Manatron shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 **Sole Remedy.** This Section 12 states Manatron's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

13.1 **Limitation and Disclaimer.** MANATRON'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED MANATRON'S INSURANCE COVERAGE. TO THE EXTENT THAT A CLAIM IS NOT WITHIN MANATRON'S INSURANCE COVERAGE, MANATRON'S LIABILITY SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL MANATRON BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST") INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM

SECURITY, WHETHER OR NOT MANATRON HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage or expense (including attorneys' fees), either direct or indirect, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 Software and Third-Party Software Support Services. Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the first of the month next following Installation and shall continue for an initial period of one-hundred twenty (120) months ("Software Support Services"). If the Customer elects to deploy the GRM option in Section 18.4 below, the executed change control will create a new term of one-hundred twenty (120) months. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

15.3 Hardware Maintenance Services. Unless otherwise provided in the applicable Schedule, maintenance services for Hardware shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months ("Hardware Maintenance Services"). Hardware Maintenance Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Hardware Maintenance Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

15.4 Other Services. The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 By Either Party. Either party may at its option terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement.

16.1.2 Breaches any obligation set forth in this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party.

16.1.3 Ceases conducting business in the normal course, admits its insolvency or makes an assignment for the benefit of creditors.

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Manatron under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant Manatron a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said date, Customer shall be free to contract with Manatron or any other available source when they do become available.

16.3 Effect of Termination. The termination of this Agreement shall not effect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to Manatron within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Manatron shall return all data supplied by Customer in a format reasonably requested by Customer (other than Manatron's proprietary format) upon payment of Manatron's then current fee for this service.

16.4 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement.

17. DISPUTE RESOLUTION.

17.1 Informal Dispute Resolution. If a dispute, controversy or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 Customer List; Publicity. Customer authorizes Manatron to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has

been issued, Manatron may publicly refer to Customer (by name only) as being a customer of Manatron, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail or express) or commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto; but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer and Manatron understand, acknowledge and agree that the technology upon which the Hardware, Software and Third-Party Software is based changes rapidly. The Customer further is aware that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality and usability. The Customer has expressed interest in including an upgrade path to the next generation GRM product under the terms and conditions of this Agreement. As such, Manatron represents and warrants hereunder that it will provide GRM to the Customer without any additional license fees. Furthermore, Manatron represents that this product will be certified for compliance in the State of Indiana no later than Dec. 1, 2011. Finally, Manatron will provide said upgrade for no more than \$150,000 in time and materials associated with implementation of GRM for all County offices. This fee shall include all ancillary cost, such as travel, and shall be considered a hard cap.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

18.7 Injunctive Relief. Manatron and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.

18.9 Assignment. Customer shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Manatron, which consent shall not be unreasonably withheld or delayed.

18.10 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.11 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.12 Subcontractors. Manatron reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Manatron shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 Independent Contractor. The relationship of Manatron to Customer shall be that of an independent contractor. No principal-agent or employer/employee relationship is created by this Agreement.

18.14 Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.

18.15 Executable by Facsimile. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.16 Non-Discrimination. Manatron, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 Entire Agreement. The DLGF umbrella contract and Exhibits A, B, C, D and E embody the entire agreement and understanding between Manatron and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Manatron.

APPENDIX A

RESPONSE POLICY

Manatron shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Manatron. Manatron may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Manatron for that support on a time and materials basis at Manatron's then current rates. The priority codes and responses are as follows:

Priority Definition/Impact Manatron's Responses

1 The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the Software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists. Manatron will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Manatron has received the report of the Error; (ii) provide an initial status report to Customer within 2 hours, and regularly communicate thereafter the status of a reported Incident; and (iii) provide the appropriate modifications, bug fixes and other changes to the Software as soon as reasonably possible.

2 The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner. Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the Error within four (4) hours of the report; (ii) verify the reported Error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes and other changes to the Software within ten (10) days, or to continue its efforts indefinitely beyond this period when an Error remains unresolved.

3 The problem has a minor impact on Customer's business. The problem does not prevent operation of the Software. Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the Error within one business day of the report; and (ii) respond to the Error within thirty (30) days.

4 The problem has no business impact. Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the Error within one business day of the report; and (ii) consider addressing the issue in a future Version or Release.

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2008.013.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2008.013 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	ADAMS COUNTY, INDIANA 313 West Jefferson Street Decatur, Indiana 46733 ("Customer")
Attention: <u>Matthew Henry, Contract Administrator</u>	Attention: <u>Ms. Judy Affolder - Assessor</u>
Telephone No.: <u>(866) 471-2900 ext. 7099</u>	Telephone No.: <u>260-724-5301</u>
Fax No.: <u>(269) 567-2930</u>	Fax No.: _____
E-mail Address: <u>matt.henry@manatron.com</u>	E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: [Signature]
(Signature)
Its: V.P. of Operations
(Title)
Date: January 5, 2009
Witnessed: Matthew Henry
(Signature)
Date: January 5, 2009

ADAMS COUNTY, INDIANA

By: [Signature]
(Signature)
Its: President of County Commission
(Title)
Date: 12/15/2008
By: [Signature]
(Signature)
Its: Commissioner
(Title)
Date: 12/15/2008
By: [Signature]
(Signature)
Its: Commissioner 1
(Title)
Date: 12/15/2008
Witnessed: [Signature]
Date: County Attorney Mark Burg

SIGNATURE PAGE

**NOTE: THE QUESTIONNAIRE IN ATTACHMENT "A" MUST BE FILLED OUT AND RETURNED TO MANATRON BEFORE
HARDWARE CAN BE ORDERED.**

Date: December 12, 2008 T.L.

MANATRON CONFIDENTIAL INFORMATION

MANATRON
The power to manage well.

THIRD-PARTY SOFTWARE SCHEDULE FOR ADAMS COUNTY, INDIANA

Schedule No. IN2008.013.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2008.013 between Manatron, Inc. and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
Personal Property Module Full - DOXTEK	PP2000	1	\$ 12,750.00	\$ 12,750.00	
Total Third-Party Software Fees:				\$	12,750.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

Date: December 12, 2008 T.L.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR ADAMS COUNTY, INDIANA

Schedule No. IN2008.013.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2008.013 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number / Qty	Annual Maintenance	Office
Personal Property Module Full - DOXTEK	PP2000	\$ 3,825.00	
Total Software Support Services Fees:		\$	3,825.00

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: December 12, 2008 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR ADAMS COUNTY, INDIANA

Schedule No. IN2008.013.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2008.013 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Annual Fees	Estimated Completion Date
iDox Conversion Personal Property Conversion	DI-1000	1	\$ 3,000.00	\$ 3,000.00		TBD
System Software Installation	INS3RD	1	\$ 1,000.00	\$ 1,000.00		TBD
Source Code Escrow for Personal Property	ESCROW	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	TBD
Performance Bond	BOND	1	\$ 644.00	\$ 644.00		TBD
Total Professional Services Fees:				\$ 5,844.00	\$ 1,200.00	

The application will be installed and the conversion completed within 30-Days of receipt of the signed agreement and the receipt of the County's existing Personal Property Data by Manatron. The Personal Property training would then be scheduled following Conversion completion.

TERM OF PROFESSIONAL SERVICES SCHEDULE:

***Conversion**

Manatron will provide conversion services to "move" all current data from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Personal Property data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	DAYS	Unit Price	Total Price	Office
iDox Personal Property Training	3	\$ 1,000.00	\$ 3,000.00	
Total Consultation/Training Services Fees:			\$	3,000.00

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: December 12, 2008 T.L.

SUMMARY SCHEDULE FOR ADAMS COUNTY, INDIANA

Schedule No. IN2008.013.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2008.013 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
THIRD-PARTY SOFTWARE	\$ 12,750.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 8,844.00
Total One Time Fees - Plus Freight:	\$ 21,594.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon shipment. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that will be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of tax exemption, Customer shall pay applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 3,825.00
ANNUAL PROFESSIONAL SERVICES	\$ 1,200.00
Total Ongoing Fees:	\$ 5,025.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

All pricing included in this agreement is valid for 30-Days from the date listed below.

Date: December 12, 2008 T.L.

Attachment A

iDOX Database setup questionnaire

What is the county name and number?

What is the county assessor's name and phone number?

Do you use more than one parcel number format?

What parcel number format(s) do you use? (e.g. NNN-NNNNN-NN)

Which characters identify the tax district ID for in the parcel number? (e.g. The first 2 characters are the tax district ID, XXN-NNNNN-NN)

What version of ProVal do you use?

Please provide a list of all of the tax districts in your county. Include the state tax district number and the local tax district number if any.

Please provide a list of the townships and which tax districts fall within those townships.

APPENDIX B

Schedule No. IN2008.013.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2008.013 between Manatron, Inc. and the undersigned Customer (the "Agreement").

INTEGRATED SOFTWARE LICENSE

Grant. Manatron grants to Customer a perpetual, nontransferable, nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

Scope of Rights Customer may:

- Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.
- Use and execute the Software only on the licensed number of Seats designated. Customer must purchase a license for each Seat that has access to the Software.
- Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) any copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.
- Make copies of the Documentation for Customer's internal use only, provided that any copyright and other proprietary legends are reproduced on each copy.

Restrictions In addition to other restrictions set forth in this Agreement, Customer may not:

- Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under the existing license Agreement;
- Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau or similar enterprise;
- Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or
- Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.
- Without prior written approval of Manatron, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or
- Remove the labels or any proprietary legends from the Software or its Documentation.
- Use of the Integrated Software is only intended to be used in conjunction with Manatron Application Software.

INTELLECTUAL PROPERTY INDEMNIFICATION

Scope Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

Notice Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

Alternatives Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation using a five-year, straight-line method of calculation.

Exclusions Manatron shall have no obligation with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, unless identified as Integrated software by Manatron, hardware or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

Title Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

SOURCE CODE ESCROW AGREEMENT

THIS SOURCE CODE ESCROW AGREEMENT (this "Agreement"), is made and entered into this 15th day of December, 2008, by and between Manatron, Inc., a Michigan Corporation (hereinafter "Manatron") whose address is 510 East Milham Ave., Portage, Michigan 49002 and Adams County (hereinafter "Customer") whose address is 313 W Jefferson St. Decatur IN.

WITNESSETH

WHEREAS, Manatron has granted Customer a nonexclusive license to use certain proprietary application software (the "Licensed Software"); and

WHEREAS, Customer has requested Manatron to furnish Customer with access to the Source Code (as hereinafter defined) corresponding to the Licensed Software; and

WHEREAS, Manatron has agreed to place such Source Code in escrow for the benefit of Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. TWO-PARTY ESCROW AGREEMENT. Manatron represents to Customer that it has heretofore entered into the Two-Party Escrow Agreement attached hereto as Attachment B (hereinafter the "Escrow Agent Agreement") with Iron Mountain Intellectual Property Management and hereinafter the "Escrow Agent"). Further, Manatron represents that it has paid all fees currently due Escrow Agent under that agreement.

2. DEFINITIONS. For purposes of this Agreement, the following definition shall apply:

SOURCE CODE. Source Code shall mean the instructions comprising the computer program(s) expressed in the high-level symbolic programming language in which the programmer has written the program. The Source Code shall include system documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the Source Code by a trained computer-programming expert.

3. DEPOSIT OF SOURCE CODE. Manatron hereby represents that it has, or shall within thirty (30) days of the execution of this Agreement, deposit with the Escrow Agent a copy of the Source Code corresponding to the Licensed Software identified on Attachment A hereto. Manatron further represents that it shall deposit with the Escrow Agent any updates or new releases of the Licensed Software on a timely basis.

4. SOURCE CODE TO CORRESPOND WITH LICENSED SOFTWARE. Manatron represents and warrants to Customer that the Source Code deposited with Escrow Agent will be the source code version of the current release of the Licensed Software, excepting updates, which may have been distributed by Manatron since the most recent Source Code deposit.

5. OWNERSHIP OF SOURCE CODE. Manatron represents and warrants that it is the owner of, and holder of all rights in and to, the Source Code, and has the right to grant to Customer the license rights to the Source Code pursuant to Section 8 hereof. Customer acknowledges that the Source Code is proprietary to Manatron and protected under federal copyright law as an unpublished work and under federal and state law as trade secrets.

6. REGISTRATION OF CUSTOMER AS A BENEFICIARY. Within thirty (30) days of the execution of this Agreement, Manatron shall register Customer as a Licensee and, therefore, a beneficiary of the Escrow Agent Agreement. Escrow Agent shall confirm said registration, in writing, to Customer.

7. **TERM OF AGREEMENT.** This Agreement shall commence upon execution by the parties hereto and shall continue until the occurrence of any of the following:

- (1) Written agreement signed by Customer and Manatron to terminate this Escrow Agreement
- (2) Delivery of the Source Code to Customer
- (3) Cancellation of the software support services agreement between Customer and Manatron.
- (4) Non-payment by Customer of the fees contained herein.

8. **GRANT OF SOURCE CODE LICENSE.** In the event that the Source Code is delivered out of escrow to the Customer, Customer shall immediately obtain, without further action, authorization or instrument, a non-exclusive, non-transferable license, without the right to sublicense, to use, modify, maintain and update the Source Code solely for the business or governmental purposes of Customer. Customer acknowledges that the license herein granted does not extend to certain compilers, language licenses and other items which are required in order to translate Source Code to executable, machine readable object code, but which are not proprietary to Manatron.

9. **LIMITS ON USE.** The Source Code for the Licensed Software shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not permit any third party access or use of the Source Code or the related documentation, except by its employees or agents which need such access to carry out their duties in the ordinary and normal course of the Customer's business.

10. **CONFIDENTIALITY.** Upon receipt of the Source Code, Customer shall maintain the Source Code in strict confidence, shall use and disclose it only as reasonably appropriate to exercise Customer's rights in the Licensed Software, and shall use the same degree of care it provides for its own programs in source code form to protect the source Code as proprietary and confidential.

11. **FEES:** Customer agrees to pay Manatron, in advance, the annual fees identified on Attachment A hereto within thirty (30) days of receipt of invoice. Manatron shall be entitled to reasonably increase its fees for the services provided herein upon thirty (30) day prior written notice to the Customer, but no more than once in every twelve (12) month period.

12. **LIMITATION OF LIABILITY.** MANATRON SHALL, IN NO WAY, BE LIABLE FOR THE EXERCISE BY CUSTOMER OF ANY RIGHTS TO SOURCE CODE GRANTED HEREUNDER, INCLUDING BUT NOT LIMITED TO, ERRORS, PROBLEMS, FAILURES RESULTING FROM USE, MODIFICATION ENHANCEMENTS TO THE SOURCE CODE BY CUSTOMER, OR OTHERWISE DISCOVERED BY CUSTOMER.

MANATRON SHALL NOT BE LIABLE HEREUNDER FOR ANY LOSS OF PROFITS, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF MANATRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BY REASON OF ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PARTY. IN NO EVENT SHALL MANATRON BE LIABLE FOR ANY DAMAGES CAUSED BY IMPROPER OPERATION OF THE LICENSED SOFTWARE OR THE SOURCE CODE THEREFOR.

13. **CHANGE OF ESCROW AGENT.** In the event Manatron's Two-Party Escrow Agreement with Escrow Agent is terminated, canceled or otherwise discontinued, Manatron shall diligently attempt to identify an independent successor escrow agent, reasonably acceptable to Customer, who is agreeable to assuming the obligations of Escrow Agent within 30 days of termination.

14. **Dispute Resolution.** In the event a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association. Unless adjusted otherwise, any costs of arbitration by ESCROW AGENT, including reasonable attorney fees and costs, shall be divided equally and paid by Manatron and Customer.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CUSTOMER

By: Doug Bauman
Title: President, County Commission
Signed: Douglas L. Bauman
Date: 12/15/2008

MANATRON, INC.

By: John R. Henderson
Title: V.P. of Operations
Signed: John R. Henderson
Date: January 5, 2009

ATTACHMENT A

Licensed Software:

Fees:

Initial Fee: \$ Included

Annual Fee: \$ 1,200.00

Licensee Information

Name

Contact Name

Address

Telephone

Address

Facsimile

City, State, Zip

ATTACHMENT B

TWO-PARTY ESCROW AGREEMENT

BETWEEN

PRODUCER AND IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT

This Escrow Agreement is intended for use by a Producer (Developer) and Iron Mountain Escrow Services. The Producer may escrow multiple products under this Agreement. In addition, multiple Licensees (End Users) may be registered as beneficiaries of this Agreement. Although each Licensee does not sign this Agreement, Iron Mountain does notify them of the service.

END